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**MOTION BY SUPERVISOR YVONNE B. BURKE**

**APRIL 26, 2005**

The proposed LAEDC - Alexan Pacific Concourse project before the Board today will replace existing entitlements for more than 700,000 square feet of commercial uses up to 20 stories in height with a high quality, 430-unit, 4-story residential project with fewer environmental impacts than the commercial alternative. The project represents the culmination of a successful two-and-a-half-year effort to bridge multiple differences between the developer, local Del Aire residents, City of Hawthorne residents, and Business Park owners, including the County, as owner of the Airport Courthouse. Residents and other interested parties have all played an intimate role in fashioning a compromise between themselves.

During the extensive public process, which included 5 hearing sessions before the Regional Planning Commission and 2 hearing sessions before the Board, concerns were raised about converting this site for residential uses. This site was converted nearly 20 years ago from residential uses to commercial uses. There is extensive demand for high-end workforce housing in the South Bay to support the jobs growth there and there is a severe need for housing within the County. Within the South Bay, the gap between jobs and housing is growing steadily and expected to increase by another 70,000 jobs within the next 20 years.

- M O R E -

MOTION

BURKE	_____
YAROSLAVSKY	_____
KNABE	_____
ANTONOVICH	_____
MOLINA	_____

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Within the County generally, the Regional Housing Needs Assessment says that 51,000 units were needed for 1998-2005 in the unincorporated County. The zoning capacity was analyzed as 32,157 units, and the most recent number for actual buildout was just 5,300 units. While that is probably higher now, there is still a need for tens of thousands of housing units for our growing population – who are already here, and who need housing to avoid overcrowding and long travel distances. The project will provide workforce housing for professionals and others who are likely to fill the jobs in this area, and this is an important need for the County. The state has mandated that we provide more housing to address the critical shortage, and this project will make a small but significant contribution of new housing in an area that has not seen new housing of this type in many years. Importantly, the proposed project will provide housing near employment centers, public transit and major freeways. This kind of housing is consistent with the Green Line Transit Oriented District, which this Board just approved within the last few months.

Concerns were also raised about the environmental impacts of the project, in particular traffic. However, the EIR indicates the recommended change from office to residential will result in fewer environmental impacts than the approved high-density commercial uses. Specifically, the proposed project would have 45% fewer daily traffic trips, 71% fewer AM peak hour trips, and 64% fewer PM peak hour trips. Project mitigation will also result in improved levels of service at several intersections, including Aviation Blvd. and Imperial Highway, La Cienega Boulevard and El Segundo, the 105 off-ramps at Imperial Highway and the 405 off-ramps at El Segundo Boulevard. In addition, the Project would be dramatically shorter and less visible from the single-family residential neighborhood than buildout of the Business Park.

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Although not related to the project, concerns were also raised about impacts to neighborhood parking created by the Courthouse. To address those concerns, 39 new parking spaces have been provided by the County along La Cienega Boulevard. In addition, the project will provide 805 parking spaces for residents and guests, consistent with Code requirements for other residential zones. The developer has also committed to work with the County to manage on-site parking for the Courthouse to further minimize potential parking overflow to the Del Aire Neighborhood, and has offered to contribute funding if necessary to address concerns.

The County has reviewed this project in two capacities: one as approving authority in connection with the land use entitlements, the other as a neighboring landowner. County staff's extensive efforts will ensure that the project will benefit the County and will be a good neighbor to the Del Aire neighborhood, Courthouse and other business park tenants.

Additionally, I remain concerned over the proposed project's close proximity just outside the 65 decibel *LAX Airport Impact Area*. For this reason, I propose to amend the Project to require the developer to include a noise abatement monitoring and facility upgrade program to address future impacts if the *LAX Airport Impact Area* is expanded further.

Based upon a thorough review of the record, input from the local residents and adjacent landowners, and the testimony offered today, it is clear that many of the concerns that were raised have been addressed, but there are still lingering concerns about the construction impacts associated with the project on adjacent Business Park landowners and the nearby Del Aire neighborhood.

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To mitigate the impact of construction on surrounding Business Park owners, I am directing that the developer to continue to work with the Business Park owners to develop reasonable and feasible construction mitigation measures, and that the project be amended:

- To require that a construction mitigation plan be prepared and submitted to the County for review and approval prior to the issuance of grading permits;
- To limit the use of Pacific Concourse Drive by construction vehicles between certain business hours approved by the County;
- To limit the use of the Courthouse driveway by construction vehicles during certain business hours approved by the County;
- To ensure that emergency access is maintained at all times;
- To provide flagmen, as needed, to direct traffic along Pacific Concourse Drive, La Cienega, and the Courthouse driveway during construction;
- To require the developer to notify all Business Park owners prior to any disruptions in utility services associated with construction; and
- To require that the construction mitigation plan be incorporated into a private agreement to be approved and enforceable by the Business Park owners.

The proposed project requires a number of subsequent approvals from the County in its capacity as adjacent landowner, including a sewer vacation and set-aside to realign an existing sewer and execution of CC&Rs. To address concerns about the timing of these approvals and to allow the required documentation to be prepared, I propose amending the project:

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- To require that the necessary easements, licenses, sewer-related documents, bond-related documents and amendment to the CC&Rs be executed prior to issuance of a grading permit to the developer.

In addition, there are concerns about the continuing applicability of a child care condition and employee gymnasium requirement imposed on the Business Park in 1987. The original requirements to provide a 600 square foot gymnasium within the Business Park and a 2,500 square foot child care center as part of the final phase were based on full buildout of 1,500,000 square feet of commercial uses. The proposal before us is to reduce the size of the Business Park by nearly 50%, thus the need for these facilities is reduced.

Additionally, since the original day care center requirement was imposed, a 4,400 square foot day care center has been built within ¼ mile of the Business Park. That day care center meets the specifications of the original condition, has enrollment capacity, and therefore fills the need identified by the County in 1987 for a 2,500 square foot day care center within ½ mile of the Business Park. Furthermore, the County CAO Service Integration Branch, Office of Child Care, has identified 74 licensed child care centers and family child care homes within a three mile radius of the Business Park, as well as the new Hawthorne Center, which will serve approximately 100 children.

The employee gymnasium requirement was a condition that benefited only the Business Park, not the public. All of the Business Park owners agree that the condition should be removed.

Against the backdrop of these circumstances, the applicant will still be required to contribute up to \$116,500 towards day care center equipment and programs at two local day care facilities.

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For these reasons, I propose amending the project:

- To delete the day care condition in the Business Park CUP, which requires that a day care center be provided on site or within ½ mile of the Business Park.
- To amend the Business Park CUP to delete the requirement to provide a 600 square foot gymnasium.

The developer has also agreed to contribute up to \$10,000 to help address impacts related to neighborhood parking concerns. Therefore, I propose amending the project:

- To amend Condition 23 in CUP 03-139 -(2) to provide for a contribution of up to \$10,000 to work with the County and other Business Park owners to address neighborhood parking concerns.

There also are concerns about the clarity and specificity of a series of Public Works conditions. Additional condition modifications are required to further clarify these issues. Therefore, I direct staff to work with the developer and to amend the project:

- To amend Condition 22.m in CUP 03 -139-(2) to clarify that all items are to be completed to the satisfaction of the Director of Public Works, and to spell out the requirements referenced in the attached memo.

In addition, I am concerned that the CUPs are automatically void if any one provision is determined to be invalid. Given the level of detail included in these conditions, the permit should not become automatically void if any one condition is held or declared invalid.

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Therefore, I propose amending the project:

- To retain the County's discretion rather than having an automatic consequence of voiding the permits in the event a condition is determined to be invalid.

Finally, Business Park owners have raised concerns about retaining the right to have two monument signs on the corner of Pacific Concourse Drive and La Cienega. To address these concerns, the proposed zone change from MPD to RPD should be amended to allow both existing monument signs to remain in the MPD zone. Therefore, I propose amending the project:

- To require that a revised map depicting the zone change be submitted to the satisfaction of the Director of Planning to keep both existing monument signs in the MPD zone.

In conclusion, **I MOVE THAT THE BOARD OF SUPERVISORS:**

- Close the public hearing;
- Indicate that we have read and considered the environmental documentation for the project and that we intend to certify the Supplemental Environmental Impact Report;
- Indicate our intent to approve the two Conditional Use Permits;
- Indicate our intent to approve the Variance;
- Indicate our intent to approve the Zone Change;



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- Indicate our intent to approve the General Plan Amendment;
- Indicate our intent to approve the Amendment to the Development Agreement;
- Direct County Counsel to prepare the resolution, ordinances, findings and conditions, revisions to the development agreement, as well as the final environmental documentation, consistent with the revisions contained in this motion for our approval.

# # # # #

(YBB:MSB:ecpacificconcourse.042605)



Los Angeles County  
Department of Regional Planning


*Planning for the Challenges Ahead*



James E. Hartl, AICP  
Director of Planning

April 20, 2005

TO: Supervisor Gloria Molina, Chair  
Supervisor Yvonne B. Burke  
Supervisor Zev Yaroslavsky  
Supervisor Don Knabe  
Supervisor Michael D. Antonovich

FROM: Frank Meneses, Administrator   
Department of Regional Planning

SUBJECT: **RESPONSE TO BOARD ON  
CONDITIONAL USE PERMIT CASE NO. 03-139-(2)  
PLAN AMENDMENT CASE NO. 03-139-(2)  
ZONE CHANGE CASE NO. 03-139-(2)  
VARIANCE CASE NO. 03-139-(2)  
AMENDMENT TO DEVELOPMENT AGREEMENT 87-060-(2)  
CONDITIONAL USE PERMIT CASE NO. 04-114-(2)**  
(Motion of March 22, 2005 – Syn. #13)

On March 22, 2005 Supervisor Burke made a motion for staff to report back to the Board on several issues related to the above-stated cases. The following is a joint reply from the Department of Regional Planning together with the Chief Administrative Office (CAO), County Counsel and Public Works.

*Item #1: Bring back to the Board for consideration a construction mitigation plan addressing issues raised by the Del Aire residents and tenants of the business park.*

A revised Construction Mitigation Plan is included as an attachment to this report. The Plan includes mitigation measures developed by the Departments of Public Works and Regional Planning, as well as the applicant, requested by Del Aire residents and business park owners.

*Item #2: Report on when the 28 additional metered parking spaces for La Cienega will be installed.*

As of March 28, 2005, the Department of Public Works has installed 33 marked and 6 additional unmarked parking spaces along La Cienega Boulevard at the County Courthouse. The marked parking spaces north of Pacific Concourse Drive are restricted to two hours; the spaces south of Pacific Concourse Drive to 120<sup>th</sup> Street are limited to four hour parking. Parking time is enforced between 7:30 a.m. and 5:30 p.m., Monday through Friday. None of the spaces are metered.

*Item #3: Report on additional efforts by the Applicant to further resolve issues with neighbors and their concerns at today's hearing.*

The applicant reports that they have continued their outreach to local residents in a number of ways: By addressing the concerns of Business Park owners regarding construction impacts, signage, and landscaping; through discussions with several community organizations in addressing community needs; and in discussions with the City of Hawthorne to resolve concerns expressed to the Regional Planning Commission and the Board.

*Item #4: Return with further documentation from County Counsel, CAO, and Public Works regarding easements and development agreement changes.*

#### Development Agreement Changes

The parties, other than the County as regulator, have agreed to the terms of a Second Amendment to the Development Agreement, except as to the issues of completion of the light rail interface (i.e. a path from the business park to off-site) and signage at the entrance to Pacific Concourse Drive. TCR and GRE Pacific L.P., owner of Phase I, want to include a reference in the Second Amendment that the light rail interface requirement has been met. In practicality, it has not been met as the interface does not carry through to the property line and is now fenced off. The County as owner of the Airport Courthouse and representing the Superior Court, does not want to address this issue at this time and wants the condition to remain as-is, so that at a later time the interface with the light rail can be completed and opened to the public. In addition, the residential plan for Phase IV does not accommodate signage for the business park as desired by the owners of Phases I and II, which issue needs to be resolved between Regional Planning and the parties. Finally, it is in the best interest of the County to ensure that the residential development can be accomplished before changing the zoning and general plan from its current commercial designation, so that all agreements, including easement vacations and granting, amendments of the Deed and Easement Agreement, Declaration of Protective Covenants, and the Leases securing the Bond financing on the Airport Courthouse Property, must be approved by all parties to those agreements prior to the effectiveness of the Second Amendment to the Development Agreement and the entitlements.

The parties have agreed to the following amendments to the Development Agreement: definition of Developer as the current owners of Phases I, II and III as to the portions of the site in which each has an ownership interest; removal of the child care requirement, removal of the requirement that 10% of the Business Park Site be landscaped; removal of the requirement for a gym; acknowledgement that the recreational facilities requirements have been met; addition of court buildings and appurtenant offices and facilities to the list of property uses; and the reduction in maximum floor area to 801,000 square feet.



Easements

The CAO reports that easements to be vacated and released in favor of the applicant for surface drainage and/or storm drains are still pending clarification from the applicant. Other items still pending finalization include easements to be vacated and released in favor of the County by the applicant in exchange for the above easement grants and vacations, (i.e. parking garage easement giving the right to construct additional levels of parking onto the Courthouse parking structure; and two ingress and egress easements crossing over the Courthouse driveway). Also pending are further dedications and related legal descriptions and maps related to the replacement and realignment of a public sewer easement, a dedication of a 10-foot wide portion of the applicant's property within Pacific Concourse Drive, and reconstruction of the realigned sewer mainline.

*In addition Supervisor Burke in her motion instructed County Counsel to report back on The Century Freeway Consent Decree and the procedure for converting apartments to condominiums.*

Century Freeway Consent Decree

Claims were asserted at the public hearing that the proposed project would violate the consent decree ("Consent Decree") entered into to settle the Keith v. Volpe litigation concerning the Century Freeway (the "Litigation"). In this regard, reference was made to a section of the 1988 development agreement explaining that the office park implements a provision in the Consent Decree which states that economic development should be a priority in determining how excess vacant land is used near the Century Freeway.

County Counsel has reviewed the claims made at the public hearing and concludes that they have no merit. The Litigation was filed in 1972 to enjoin construction of the Century Freeway under certain federal and state environmental protection statutes intended to protect the environment and the homeowners, tenants and businesses forced to relocate due to the Freeway construction. Defendants in the Litigation included a number of state and federal officials and agencies. The County was not a party to the Litigation.

In 1979, the parties entered into the Consent Decree to settle the Litigation, which was amended several times since that time. The current operative version of the Consent Decree is dated April 1997. The Consent Decree allowed the Century Freeway to be constructed. It also required, among other things, that replacement housing be made available for those individuals and businesses displaced by the Freeway, and that employment opportunities generated by the Freeway construction benefit the communities economically impacted by the project.

County Counsel concludes that the Consent Decree does not prohibit the Board from approving the proposed project. The County is not a party to the Consent Decree and is not governed by its terms. Moreover, the Consent Decree has no prohibition on residential



development of any kind. In addition, Century Housing, a non-profit corporation charged with implementing the Consent Decree, has issued a letter to County Counsel, attached hereto, indicating that the Consent Decree places no restriction on this project.

#### Condominium Conversion

Several potential procedures and requirements may be applicable if the applicant converts this project into a condominium project.

Both State law and the County Code define "subdivision" to include a condominium project. Accordingly, the applicant would need to comply with Title 21 of the County Code governing subdivisions and would thereby need to apply for and obtain a parcel map (County Code Section 21.16.020). This process may involve an environmental review to supplement and/or modify the Supplemental Environmental Impact Report relied on for the present project.

In addition, the applicant would be required to obtain either a Conditional Use Permit ("CUP") or approval of an exhibit map showing the location of the building and access thereto on the project site (County Code Section 21.16.010). The CUP for the present project could potentially be used for this purpose, but would likely require some modification.

Furthermore, condominium and apartment projects have different parking requirements. Condominiums are treated like single-family residences for parking purposes and thus require two covered parking spaces per unit (County Code Section 22.52.1180). Conversely, the parking requirements for an apartment building vary depending on the number of bedrooms in each unit. Each studio unit requires one covered parking space, a one-bedroom apartment requires 1.5 covered parking spaces per unit; each apartment with two or more bedrooms requires 1.5 covered and .5 uncovered parking spaces per unit (County Code Section 22.52.1180). In addition one guest parking space for every four dwelling units is required.

The present project has 56 studio units, 215 one-bedroom units, 149 two-bedroom units, and 10 three-bedroom units, thus requiring 805 parking spaces to comply with the above standard. The applicant proposes 805 parking spaces to be built, and therefore complies with the requirement. If the project were converted into condominiums, the current number of 805 parking spaces appears would be insufficient depending on the number of condominium units proposed. Under these circumstances, the applicant may need to address the parking issue and possibly apply for a discretionary parking permit for approval of a reduced number of parking spaces at the site (County Code Sections 22.56.990 et seq). The burden of proof for such an approval would rest with the applicant.

Chapter 8.48 of the County Code imposes a number of tenant-related requirements on property owners who convert rental units to condominiums. These requirements include

providing written notice to tenants that the owner intends to convert the units to condominiums, and providing relocation assistance to those tenants displaced by the conversion. In the present context, if the applicant converts the apartment complex into condominiums after the facility is constructed and tenants are residing in the building, the applicant would need to comply with these tenant-related protections.

Finally, the Fire Department and the Department of Public Works have indicated that they may impose requirements or conditions on a condominium project which differ from an apartment project. The applicant would be required to consult these departments for any such changed requirements and implement them accordingly.

Attachments: Construction Mitigation Plan

Letter from Century Housing (consent decree), dated April 6, 2005

Second Amendment to Development Agreement

JEH:FM:RJF:MBM

c: Chief Administrative Officer

Director, Department of Public Works

County Counsel

Executive Officer, Board of Supervisors

**CONSTRUCTION MITIGATION PLAN**  
**Conditional Use Permit 03-139-(2)**

This Construction Mitigation Plan (the "Plan") has been prepared pursuant to Condition No. 28 of Conditional Use Permit No. 03-139-(2) allowing the development of the Alexan Pacific Concourse residential project located within the Pacific Concourse Business Park (the "Project"). This Plan shall apply during all construction phases of the Project.

**1. CONTACTS**

**OWNER:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**ON-SITE CONSTRUCTION MANAGER:** \_\_\_\_\_

**ARCHITECT:** \_\_\_\_\_

**2. CONSTRUCTION MEASURES**

**a. Telephone Hotline**

The Owner shall provide a "hotline" telephone number of a responsible person to take inquiries and complaints during construction hours regarding construction activities and construction personnel, if any. The hotline number shall be set forth in a sign legible from a distance of fifty (50) feet posted at the construction site. A log shall be kept of all inquiries and complaints, and the resolution of any complaints. The hotline shall be manned with live personnel during normal business hours (e.g., Monday – Friday, 9:00 a.m. through 5:00 p.m.) and shall have an answering machine or service for calls received at any time in which live personnel shall not be available. The Owner shall distribute on a monthly basis to the Business Park Owners (as defined below) copies of the log for the previous month with a summary of any issues which have not been resolved to the satisfaction of the calling party. In the event that any calling party identifies a complaint as urgent or which could reasonably result in injury to persons or property, then the Owner shall cause said call to be returned and the issue addressed within one (1) business day from the time of the call received.

**b. Notice of Disruption of Business Park Utilities**

Based on current available information (but subject to the provisions hereof), the Owner anticipates the following potential disruptions in utility service during the course of construction:



Utility	Number of Disruptions	Average Length of Disruptions	Buildings Potentially Affected
Electric			
Sewer			
Water			
Gas			
Communications Lines			

During the course of construction, the Owner will notify the permittees of Conditional Use Permit 04-114 (the "Business Park Owners") in writing at least ten (10) business days prior to removing, altering, or constructing any pipes, wires, poles, lines, or other equipment, facilities, or improvements which may interfere with any utility service within the other buildings in the Business Park. The Owner shall work with Business Park Owners to accommodate any reasonable requests to reschedule disruptions. The Owner covenants that under no circumstances shall any utility disruptions occur during the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday (except holidays). The Owner further acknowledges that any disruption of electrical power will materially adversely affect the business operations of the Business Park Owners. Accordingly, the Owner shall not take any steps which could cause an interruption in electrical power to any Business Park Owner's real property unless and until the affected Business Park Owner(s) has agreed in writing to said interruption and the schedule and duration of same.

**c. Courthouse Driveway, Parking Structure Access and "Leased Areas"**

The Owner shall seek from the County a lease, license or permit to enter: (a) six (6) parking spaces currently used by law enforcement; (ii) twenty-two (22) metered parking spaces for use on weekends and holidays only; and (iii) portions of the adjacent grassy parkway areas, excluding the County flag pole area (collectively the "Leased Areas")(See Exhibit A). An unobstructed twenty-eight (28) foot driveway shall be maintained at all times for emergency access along the length of the Courthouse driveway.

In exchange for the six parking spaces currently used by law enforcement, the Owner will first coordinate with the County of Los Angeles Department of Public Works to reserve six temporary spaces on La Cienega for law enforcement.

The Owner shall ensure that the County flag pole remains accessible at all times. The Owner shall ensure that any fire hydrants within the Leased Areas remain accessible in case of emergencies. In the event the fire hydrant is accessed for construction purposes, the Owner shall install a meter and pay for any water usage in addition to complying with any fire department or other applicable requirements.



Only the Leased Areas shall be used for construction purposes. Construction vehicles and personnel will not use any of the non-leased areas, and the Owner shall cause all such areas to be kept clear at all times.

If the Owner does not obtain a lease, license or permit to use any of the Leased Areas, the Owner covenants that construction vehicles and personnel will not use any portion of the Courthouse driveway, unless otherwise authorized in writing by the County.

Notwithstanding anything to the contrary in this Plan, or elsewhere, the Owner will require access to the Courthouse driveway in order to realign the sewer. During construction, including without limitation the subject realignment, the Owner will not prevent use of the driveway or prevent reasonable access to the Courthouse parking structure during business hours, defined as Monday through Friday (except holidays), 7:00 a.m. to 6:00 p.m. The Owner covenants that the duration of said realignment shall not exceed \_\_\_\_ ( ) days in total. The Owner shall notify the County at least ten (10) business days in advance of the commencement or re-commencement of said alignment and shall provide for alternative access to the County Courthouse during the period of such realignment for County employees (including judicial personnel) and invitees who require access to the County Courthouse at times other than the business hours described above.

The Owner shall ensure and agrees that construction shall not interfere with emergency access to or within the Business Park at any time or in any way.

The Owner shall provide flagmen to direct traffic entering or exiting the Courthouse driveway, Pacific Concourse Drive, or La Cienega Boulevard, as depicted on Exhibit A, as necessary. Said flagmen shall be at the Owner's sole cost and expense and shall be provided on an as-needed basis, upon prior written request by any Business Park Owner.

**d. Pacific Concourse Drive**

The Owner shall not permit the use of Pacific Concourse Drive by construction vehicles between the hours of 7:30 a.m. to 8:30 a.m. and 11:30 a.m. to 1:30 p.m., Monday through Friday (except holidays). Subject to the foregoing, construction vehicles may use Pacific Concourse between 7:00 a.m. and 6:00 p.m. Monday through Friday (except holidays), so long as at least one lane in each direction is maintained open and unobstructed at all times. If a lane must be blocked along Pacific Concourse Drive at any other time, the Owner shall provide not less than ten (10) business days' prior written notice to all Business Park Owners. The Owner shall use its best efforts to accommodate any reasonable request by any Business Park Owner to reschedule work so as to avoid disruptions—to any Business Park Owner's business operations. The lane(s) which may be closed from time to time hereunder are more particularly shown at Exhibit B attached hereto.

The Owner shall ensure and agrees that construction shall not interfere with emergency access to or within the Business Park at any time or in any way.

The Owner shall provide flagmen to direct traffic entering or exiting the Courthouse driveway, Pacific Concourse Drive, or La Cienega Boulevard, as depicted on Exhibit A, as necessary. Said

include  
at  
specific  
times

new language:  
flagman  
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matters

flagmen shall be at the Owner's sole cost and expense and shall be provided on an as-needed basis, upon prior written request by any Business Park Owner.

**e. Dust Control and Support**

The Owner will cause to be shored up, braced, underpinned, secured and protected as necessary all foundations, sewer lines, water lines, gas lines and other parts of existing structures or facilities that service said structures located adjacent to, adjoining or in the vicinity of the construction of improvements that may be in any way affected by the excavations or other operations connected with construction of the Project, including without limitation the public roads, rights of way and haul routes utilized by contractors.

The site shall be fenced to reduce wind-blown dust. Construction materials shall be covered. All storage soil and sand shall be covered. All debris shall be cleared up daily and put in a dumpster which shall be covered at the end of each day.

All clearing, grading and earth moving and excavation activities shall cease during periods of high winds (e.g. greater than 15 miles per hour).

Watering at the site to control dust shall be in accordance with SCAQMD Regulation 403.

Streets and driveways immediately adjacent to the site shall be swept at least once a day during excavation and grading and more frequently if needed to remove dust and silt which may accumulate from earth work activities.

Demolition and excavation operations shall be suspended during second stage smog alerts in the area. All materials used on-site shall be controlled in accordance with SCAQMD regulations.

Where soil conditions permit, rubber tired equipment shall be used.

The Owner shall take all reasonable measures requested by the Business Park Owners to remediate dirt, dust and debris which may soil the Business Park Owners' real and personal property or accumulate thereon, including without limitation window washing not more often than twice during the course of construction and the placement of plastic sheeting on window openings of the parking garages in order to minimize the accumulation of dust and dirt on the vehicles of the Business Park Owners and those of their employees, agents, representatives and invitees.

**f. General**

The Owner shall comply with all mitigation measures identified in the Mitigation Monitoring Program contained in the Final Environmental Impact Report for the Project (State Clearinghouse Number 2004011108).

Construction workers shall be required to park at designated off-site parking areas and shall walk or be transported to the construction site by vanpools. Construction workers may also park on-site or in the Project's parking structure when it is available to accommodate such parking. The Contractor shall implement procedures adequate to enforce this restriction.



All construction and development on the subject property shall comply with the applicable provisions of the Uniform Building Code and the various related mechanical, electrical, plumbing, fire, grading and excavation codes as currently adopted by the County of Los Angeles

The general contractor and its subcontractor will inspect construction equipment to ensure that such equipment is in proper operating condition and fitted with standard factory silencing features.

Alternative pile placement methods other than impact pile driving shall be used. The permittee shall provide adjacent property owners with a pile driving schedule 10 days in advance of such activities, and a three-day notice of any re-tapping activities that may occur. The permittee shall submit a copy of the schedule and mailing list to the Director and the County Department of Public Works prior to the initiation of construction activities.

Consolidate truck deliveries when possible

Use electricity from power poles rather than temporary diesel- or gasoline powered generators when possible.

The permittee shall demonstrate that all construction debris, to the maximum extent feasible as determined by the Director, will be salvaged and recycled in a practical, available, and accessible manner during the construction phase. Documentation of this recycling program shall be provided to the Director of Planning and the County of Los Angeles Public Works, prior to building permit issuance.

The operation of portable stereos shall be prohibited at the construction site.

The project shall comply with all procedures required by the Los Angeles County Code regarding groundwater.

The construction area will be secured when no construction activities are underway.

### **3. CONSTRUCTION COVENANTS**

#### **Insurance**

The Owner shall add the Business Park Owners as additional insured on the construction policy insurance. The Owner shall provide evidence of contractor's liability insurance to the Business Park Owners prior to commencement of construction of the Project.

#### **Indemnity**

With the exception that this Plan shall in no event be construed to require indemnification by the Owner to a greater extent than permitted under the public policy of the State of California, the Owner shall indemnify and save harmless Diagnostic Products Corporation, Greenlaw Partners, and the County, its Special Districts and elected and appointed officials, including their respective officers, directors, agents, employees, affiliates, parents, subsidiaries, successors and assigns, and each of them (collectively referred to as "Indemnitees" and individually referred to

as "Indemnitee"), of and from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, judgments, losses or liabilities (hereinafter "Claims") that are directly related to or arising out of any acts or omissions in connection with the work on the Project by Owner or Owner's employees, contractors, agents, representatives, invitees, successors and assigns, and each of them. Without limitation, "damages" include personal injury or other damages of any kind including, without limitation, property damage, and loss of use.

It is expressly acknowledged and agreed that each of the foregoing indemnities is independent and that each shall be given effect except to the extent of any gross negligence or willful or intentional misconduct by any of the Indemnitees. Thus, the Owner's indemnity obligations herein are limited to Claims that result from its own acts, or omissions, but exclude Claims that result solely from the grossly negligent conduct of any of the Indemnitees.

SECOND AMENDMENT  
TO DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES,  
ECONOMIC DEVELOPMENT CORPORATION OF LOS ANGELES COUNTY /  
DEL AIR TITLE HOLDING CORPORATION,  
GRE PACIFIC LP  
AND  
DIAGNOSTIC PRODUCTS CORPORATION

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT is executed this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the "County"), DEL AIRE TITLE HOLDING CORPORATION, a Delaware non-profit corporation and the ECONOMIC DEVELOPMENT CORPORATION OF LOS ANGELES COUNTY, a California non-profit organization (collectively "EDC"), GRE PACIFIC LP, a Delaware limited partnership ("Greenlaw"), and DIAGNOSTIC PRODUCTS CORPORATION, a California corporation ("Diagnostic Products"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code.

I. RECITALS

A. The County, EDC and OMA Del Aire Properties, a California general partnership ("OMA"), entered into that certain Development Agreement dated February 12, 1988 (the "Development Agreement"), which was recorded on February 17, 1988 as Instrument Number 88-215139. The Development Agreement contemplated development of an approximately thirty (30) acre business park in the Southwestern portion of Los Angeles County, within the Del Aire neighborhood, as defined in Section 1.01 of the Development Agreement (the "Property").

B. The County, EDC, and OMA amended the Development Agreement to extend the term thereof, as set forth in the First Amendment to Development Agreement dated July 8, 1993 (the "First Amendment"), which was recorded on July 8, 1993 as Instrument Number 93-1310216.

C. OMA no longer owns any portion of the Property and has assigned all of its rights and responsibilities under the Development Agreement and the First Amendment to the current owners of the Property, which are the County, EDC, Greenlaw and Diagnostic Products (collectively, the "Parties").

D. EDC owns the "Phase IV Land," which is described in Exhibit "A" attached hereto and is proposed to be developed for residential uses. EDC owns no other interest in the Property besides the Phase IV Land.

E. As of the date of this Second Amendment To Development Agreement ("Second Amendment"), seven hundred and one thousand (701,000) square feet of business park



uses have been developed at the Property pursuant to the Development Agreement and the First Amendment.

F. The Parties now wish to cancel the Development Agreement to the extent it applies to the Phase IV Land. The Parties further wish to retain the right to develop an additional one hundred thousand (100,000) square feet of development within Parcels 1 and 2 of Parcel Map 18568, which are owned by Diagnostic Products, and to amend other portions of the Development Agreement as set forth herein.

G. The County has determined that a subsequent environmental review was appropriate to assess the environmental impacts of the proposed residential development and other revisions contained in the Second Amendment. Accordingly, a Supplemental Environmental Impact Report (State Clearinghouse Number 2004011108) has been adopted in conjunction with the approval of this Second Amendment.

H. In order to effectuate the foregoing, the Parties desire to enter into this Second Amendment.

I. As of the date of this Second Amendment, the Parties are in full compliance with the Development Agreement, including but not limited to the landscaping requirements in Section 4.03, the recreational facilities requirements in Section 4.05.08, and the light rail interface requirements in Section 4.05.09.

## II. AGREEMENT AMENDMENTS

NOW, THEREFORE, the Parties hereto do hereby agree as follows:

1. Pursuant to Section 65868 of the California Government Code, the Development Agreement is hereby cancelled as to the Phase IV Land and no longer governs development of that portion of the Property.

2. Section 1.01 The Site is amended in its entirety to read:

"The Site for development of the Project is located in the Southwestern portion of Los Angeles County, within the Del Aire neighborhood, near the intersection of the San Diego (Interstate 405) Freeway and the Century (Interstate 105) Freeway. Specifically, the Site is bounded by the Century Freeway right-of-way to the North, La Cienega Boulevard and proposed residential uses to the East, Isis Avenue to the West, and to the South and Southwest by an existing single-family residential neighborhood (the "Del Aire Neighborhood") and a variety of local streets. The Site consists of approximately twenty-four (24) acres, the legal description for which is attached to the Second Amendment To Development Agreement as Exhibit "B" and incorporated herein by this reference."

3. Section 3.00 Lease of Site is deleted in its entirety.

4. Section 4.01 Scope of Development is amended in its entirety to read:

The project shall include commercial, courthouse, research and development uses and ancillary retail and public improvements developed on the Site. The Project will be built in multiple phases, beginning on the northwesterly quarter of the Site.

5. Section 4.03 Landscaping is amended in its entirety to read:

The landscaping plan and plans for Phase One and the Wall, which are attached hereto as Exhibits 7A and 7B, are incorporated herein by this reference. The landscaping is hereby approved by the County and Developer shall install landscaping on the Site in conformity with said plan.

The landscaping plan specifies approximate locations and sizes for pedestrian walkways, public plazas, rest areas, water amenities, ground cover, trees, shrubs, and other vegetation. The parties realize that the actual development may require changes to this landscaping plan, and County hereby consents to any changes to the landscaping plan which meet or exceed the landscaping plan. At least 2% of that portion of the Site devoted to surface parking shall be landscaped.

As relates to the Wall described in paragraph 4.09 below, the landscaping shall include ground cover, shrubbery and vines on the parkway side of the Wall and staggered groupings of trees located one tree for each 25 feet (on center) having an average 36-inch box size and a height of at least 14 feet. With respect to the Wall (see paragraph 4.05.05(c) below), the building masses shall be screened by staggered groupings of trees, separated by 25 feet (on center), specimen size, having minimum height of 20 feet.

The perimeter wall and street-side landscaping shall be completed as part of phase 1. Developer shall maintain in good condition all of the landscaping installed on the Site and along the Wall, at Developer's expense.

6. Section 4.05.01 Permitted Uses is amended in its entirety to read:

"The buildings constructed on the Property may be used for the following purposes:

- (a) Offices for business and professional services;
- (b) Restaurants and cafés, including cocktail lounges;
- (c) Banks and similar financial institutions;
- (d) Post offices;
- (e) Barber and beauty shops, confectionaries, travel agencies, dry cleaning agencies, stationers and other retail establishments directed for use primarily by persons working on the Site;
- (f) Medical, dental and optical facilities;
- (g) Food products dispensing machines;
- (h) Private clubs;



- (i) Hotels (provided, however, Developer shall obtain such zoning approvals as shall be required to permit hotel usage);
- (j) Electronics manufacturing, including without limitation the manufacture of:
  - (1) Electrical and related parts;
  - (2) Small electrical appliances;
  - (3) Electrical devices;
  - (4) Motors;
  - (5) Radios, televisions, and phonographs; and
  - (6) Printed circuits, including plating shops, etching, and photography
- (k) Instrument manufacturing, including without limitation the manufacture of the following instruments:
  - (1) Electronic;
  - (2) Medical; and
  - (3) Precision
- (l) Manufacturing and fabrication of small office and related machinery;
- (m) Research and development laboratories and facilities, including without limitation the following laboratories and facilities:
  - (1) Chemical
  - (2) Dental-Medical;
  - (3) Optical;
  - (4) Mechanical;
  - (5) Electrical;
  - (6) Electronic;
  - (7) Physical;
  - (8) Environmental tests, including vibration analysis and cryogenics; and
  - (9) Aerospace and defense
- (n) Research, development and manufacturing of aircraft or spacecraft and associated aerospace systems and components, including without limitations, the following uses which must be incidental to the research, development and manufacturing functions permitted in the existing ordinances for "MPD" zones.
- (o) Experimental laboratories, motion picture laboratories and testing laboratories;
- (p) Court buildings with appurtenant offices and facilities; and
- (q) Other uses commonly found in office, research, development and industrial business parks similar to the project."

7. Section 4.05.03 Maximum Floor Area is amended in its entirety to read:

"Maximum floor area of the Project shall not exceed eight hundred one thousand (801,000) square feet of "floor area," defined in Existing Ordinances."

8. Section 4.05.04 Maximum Floor Area Ratio is amended in its entirety to read:

"As specified in paragraph 4.13.03, the Site is subdivided into seven (7) separate parcels. The Floor Area Ratio (FAR) for each parcel shall not exceed 4.5:1, and the average FAR for the entire Site shall not exceed 1.2:1."



9. Section 4.05.08 Recreational Facilities is amended in its entirety to read:

"Developer shall provide for outdoor picnic and other passive recreational uses (including area for card playing, checkers, chess playing, etc.) in all phases of the Project."

10. Section 4.07 Day Care Center is deleted in its entirety.

11. Section 4.10 Signage is amended in its entirety to read:

"Developer shall install up to two (2) monument signs at the intersection of Pacific Concourse Drive and La Cienega Boulevard and at each of the other entrances to the Site, up to two (2) monument signs on each of the parcels created pursuant to Parcel Map 18568 and up to two (2) wall signs at the top of each building constructed on the Site, such wall signs to be designed as an integral part of the architecture. Logos are preferred but names are permitted. All other signage shall conform to Existing Ordinances."

12. Section 11.00 Notices is amended in its entirety to read:

"To County:  
Chief Administrative Officer  
County of Los Angeles  
Hall of Administration  
500 Temple Street, Room 713  
Los Angeles, California 90012

To Diagnostic Products Corporation:  
5210 Pacific Concourse Drive  
Los Angeles, CA 90045  
Attention: Chris Goss

To GRE Pacific LP:  
c/o Greenlaw Partners, LLC  
4425 Jamboree Road, Suite 280  
Newport Beach, CA 92660  
Attention: Wilbur Smith"

13. Exhibit 1 to the Development Agreement, the legal description of the Site, is replaced with Exhibit "B" hereto and incorporated herein by this reference.

14. Except as specifically amended herein, the terms of the Development Agreement shall remain in full force and effect.



CENTURY HOUSING  
A NONPROFIT CORPORATION

1000 CORPORATE POINTE, SUITE 200 CULVER CITY, CALIFORNIA 90230  
PHONE 310 . 258 . 0700 FAX 310 . 258 . 0701

April 6, 2005

Lawrence Hafetz, Esq.  
Office of the County Counsel  
652 Kenneth Hahn Hall of Administration  
500 W. Temple Street  
Los Angeles, CA 90012

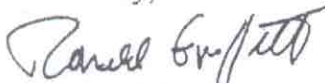
Dear Mr. Hafetz,

As we discussed, I am General Counsel for Century Housing, a nonprofit corporation providing affordable housing in greater metropolitan Los Angeles. Century Housing is the entity charged with implementing the operative provisions of the Consent Decree that settled the litigation over the Century Freeway. The parties entered into an initial Consent Decree in 1979 to settle the claims arising from a 1972 case, Keith v. Volpe. The Consent Decree has been amended several times since then; the current operative Consent Decree, which has been transmitted to your office, was amended in April 1997.

I understand that some community members have stated that the Consent Decree forbids residential housing development within the Pacific Concourse Business Park. The Consent Decree contains no prohibitions on residential development. More specifically, based on the facts we have received regarding the proposed residential project at the Business Park, Century Housing does not believe that the Consent Decree prohibits the proposed project.

Please feel free to contact me with any further questions.

Sincerely,

  
Ronald Griffith

c: Estela de Llanos, Esq.